

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION

WILHEN HILL BARRIENTOS, et al.,)	
)	CIVIL ACTION NO.
Plaintiffs,)	4:18-CV-00070
)	
vs.)	APRIL 15, 2021
)	
CORECIVIC, INC.,)	MOTION HEARING
)	VIA ZOOM VIDEOCONFERENCING
Defendant.)	

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE CLAY D. LAND,
UNITED STATES DISTRICT JUDGE

Proceedings recorded by stenography; transcript produced by
computer.

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1 (Proceedings on April 15, 2021, commencing at 9:39 a.m.,
2 as follows:)

3 THE COURT: All right. Welcome. Appreciate
4 everybody being available.

5 We got, really, two motions to take up this morning
6 in the case. One is the motion to compel with regard to the
7 subpoena that was issued to Trinity Services Group, Inc., and
8 the other is the motion related to the request for a site
9 inspection.

10 I'm going to take up the matter regarding Trinity
11 first. And then, when that is done, their lawyers can excuse
12 themselves since they don't have anything to do with the second
13 motion.

14 As I understand it, having read the briefs, there are
15 three requests to which -- (Zoom audio glitch) -- motion to
16 compel or a countermotion to quash. The first one I want to
17 talk about is the subpoena request with regard to all of these
18 e-mails, where the -- Trinity contends that there are over
19 \$10,000 in fees -- (Zoom audio glitch) -- unduly burdensome for
20 them to have to produce them, particularly since they contend
21 the plaintiff -- (Zoom audio glitch) -- much of the same
22 material from -- directly from the party, CoreCivic.

23 Let me ask you this --

24 Geoffery, is that the construction work that's
25 happening in our chambers?

1 THE CLERK: Yes, Your Honor.

2 THE COURT: Can you turn your volume down a little
3 bit so that that doesn't come through quite as loud?

4 THE CLERK: Yes, sir.

5 THE COURT: Thank you.

6 We've got construction going on in the courthouse
7 right in my chambers and next to the courtroom down there,
8 which is why I'm at a alternative location this morning.

9 In any event, let me ask you this, Ms. Hornsby, on
10 behalf of Trinity.

11 Would it be feasible and far less burdensome for
12 Trinity to print a printout that shows all of the e-mails to
13 and from CoreCivic and Trinity for the relevant time period,
14 along with the dates of those e-mails, without the contents?
15 And, then, the plaintiffs could review that log and compare it
16 to e-mails that they obtained through direct request to
17 CoreCivic and be able to ascertain which ones you've identified
18 that CoreCivic has not produced. And that would at least save
19 substantial time on behalf of Trinity in having to do -- review
20 the contents of the e-mails for privileged materials. But -- I
21 would think that technologically that would be something that
22 could be fairly easily done by Trinity just running a report
23 that shows -- whoever the receiver and sender of the e-mail is
24 connected to CoreCivic, send a list of all of those with just
25 the name of the sender and the recipient and the dates. That,

1 to me, would not be unduly burdensome to do that.

2 Do you know whether that can be done feasibly by
3 Trinity?

4 MS. HORNSBY: Your Honor, I'd — I'd like to perhaps
5 speak that over with our review team. But it sounds like, if
6 it's just a matter of exporting the information, that that is
7 something that could be done. But, as Your Honor knows, we've
8 already produced all of the nonprivileged or nonwithheld
9 documents to plaintiffs. So I don't know if that would change
10 anything. But that's certainly something that we could look
11 into doing.

12 THE COURT: Well, so is the only issue, then, whether
13 you get paid more money? You contend that you have produced
14 all of the e-mails that have been requested and that you're not
15 making a claim of undue burden?

16 MS. HORNSBY: With regards to Phase 1, Your Honor,
17 yes. Phase 2 was another issue within the Request No. 2
18 that — that is before the Court.

19 THE COURT: So the only issue with regard to Phase 1
20 is whether you should be paid additional money?

21 MS. HORNSBY: From our standpoint it is that we have
22 finished the production, that what we have withheld is properly
23 withheld. So, yes, correct, Your Honor, that — that would be
24 the only left issue.

25 THE COURT: So you've already gone through all of the

1 e-mails and determined which ones are privileged.

2 MS. HORNSBY: Correct, Your Honor.

3 THE COURT: And part of the privilege that you are
4 claiming is that it includes information that is personally
5 identifying or is somehow otherwise protected by federal law
6 because it includes dietary restrictions? Those are the ones
7 that you've also withheld as privileged?

8 MS. HORNSBY: Yes. And, Your Honor, if I could just
9 give a -- a better background of some of the numbers, it might
10 be more clear. But, yes, we have produced about 13,034
11 documents that are nonprivileged, aren't withheld for any other
12 reasons. Of that -- and of the entire corpus of documents that
13 had hits to the Phase 1 search, there were 4,886 that -- that
14 were withheld either because they were privileged, they
15 contained personal -- personally identifiable information or
16 protected health information, or they were withheld on some --
17 some other grounds like customer -- other customer information
18 or confidential business information. So those are the
19 documents that have been withheld.

20 THE COURT: All right. Well, how many of those have
21 been withheld that could be nonprotected with the use of a --
22 well, I shouldn't say nonprotected but discoverable -- if we
23 had a protective order that protected your production of them
24 by requiring everything to be kept confidential?

25 MS. HORNSBY: Of those, likely just the items that

1 had the protected — or the PHI and the PII, Your Honor, the
2 inmates' information, birth dates, Social Security numbers,
3 things like that. But the remainder of the documents, whether
4 or not there is a protective order, we still maintain that
5 they're not relevant for disclosure either way.

6 THE COURT: Well, I'm not sure that I necessarily
7 agree with that. I think the privilege issues that you raised
8 can clearly be handled with a — with a proper protective
9 order.

10 What — what records are you claiming are not
11 relevant? And if — (Zoom audio glitch) —

12 MS. HORNSBY: Items like vendor, vendor invoices,
13 vendor receipts — purchase orders with Office Depot, for
14 example — those don't go to plaintiffs' claims. Calendar
15 invitations, things like that.

16 THE COURT: Okay. All right.

17 Ms. Stewart, perhaps I was a little bit confused. I
18 had thought that — I don't know that I was completely aware
19 that Trinity had produced everything with regard to Phase 1
20 except documents they claimed were privileged; in other words,
21 they were not asserting an undue burdensome argument with
22 regard to Phase 1. Are you contending that they have not
23 produced all of the documents other than those to which they
24 claim a privilege?

25 MS. STEWART: We are contending that, Your Honor.

1 And I just want to go back to the original agreement
2 that we made with Trinity late last year. Trinity agreed to
3 search for a set of search terms, search for responsive
4 documents, that they agreed were relevant, and that search
5 pulled up about 10,707 files. It was our understanding that
6 Trinity would be providing to us those files, other than the
7 ones that were attorney-client privilege, in exchange for
8 \$10,000, which is the amount they requested and that we
9 promptly paid to them. Trinity did not produce all the
10 documents that it said it would as part of that agreement,
11 and -- and now it's essentially saying we should get those
12 documents from CoreCivic even though we already paid for them.

13 THE COURT: See, that's where -- that's why I'm
14 confused. I thought I asked Ms. Hornsby that exact question
15 and she said that they have produced all of the documents that
16 are responsive to the request other than ones that they were
17 claiming there was some privilege. And yet you're telling me
18 that their response is actually that "We're going to -- we're
19 producing all of the documents that we have that we think
20 CoreCivic may not have, and you can get the rest from
21 CoreCivic." But Ms. Hornsby, I thought, just told me that
22 that's not the case, that they've produced all of them, even if
23 you could get them from CoreCivic also.

24 Am I stating correctly, Ms. Hornsby, Trinity's
25 position?

1 MS. HORNSBY: Your Honor, I think there is -- there's
2 mixing of items specific to Phase 1 production of e-mails and
3 then other requests. So, yes, there are other requests, such
4 as the price term in the CoreCivic contract, which is related
5 to a different document request. Yes, those are items --

6 THE COURT: I'm -- I'm focused on this Request No. 2
7 at the moment --

8 MS. HORNSBY: Correct.

9 THE COURT: -- which is documents and communications
10 relating to the work program at Stewart during the relevant
11 time period. That's what I'm focused on at the moment,
12 Ms. Stewart.

13 Now, with regard to those, as I hear Ms. Hornsby and
14 as I understood her to say earlier, they have produced all of
15 those documents for Phase 1 except those to which they claim
16 there is a privilege or confidentiality issue.

17 Is that correct, Ms. Hornsby?

18 MS. HORNSBY: That's correct, Your Honor.

19 THE COURT: With regard to those documents, you have
20 not taken the position that "The plaintiff can get those just
21 as easily from CoreCivic; and, therefore, we're not going to
22 produce them." Is that true?

23 MS. HORNSBY: Yes, Your Honor. It's, in fact, the
24 opposite. We're saying, "Even though you are able to get these
25 from CoreCivic, in good faith we will produce these to you."

1 THE COURT: All right. Well, is -- is there some
2 misunderstanding on your part, Ms. Stewart, or are you saying
3 that Ms. Hornsby is just making this up today?

4 MS. STEWART: No, Your Honor. I think it might be
5 helpful if I present our version of the numbers, because
6 they're slightly different than --

7 THE COURT: No, no. I'm going to let you do that.
8 But you need to understand I'm the decision-maker, so you need
9 to help me understand from my perspective. I want to know the
10 answer to that precise question.

11 Ms. Hornsby said she's produced all the documents
12 that are responsive to Request No. 2 in Phase 1 except for
13 those to which they claim a privilege and that they are not
14 taking the position that just because CoreCivic has those you
15 should get them from CoreCivic.

16 Is that not your understanding of what they are --
17 have done, Ms. Stewart?

18 MS. STEWART: That is not, Your Honor. They have not
19 produced nearly half of the approximately 10,000 files they
20 said they would. Nearly half of those files are unaccounted
21 for, either not produced or not being withheld on some
22 privilege grounds.

23 THE COURT: All right. Let's just get to the bottom
24 of that.

25 Ms. Hornsby, she says you haven't produced them.

1 MS. HORNSBY: That's inaccurate. So if I -- if I may
2 run through all the numbers, I certainly would do that for the
3 Court if that's okay.

4 So back in November we -- November of 2020 we
5 informed plaintiffs that our IT personnel had run -- or maybe
6 this was December; I apologize if I get my dates a little
7 off -- but that we had run an initial search and came back with
8 approximately 10,707 documents. We then decided to hire a
9 review team. Once that was -- review team was in place and the
10 documents were actually looked at, the entire corpus of
11 documents ended up being approximately 8,372.

12 Of those documents, we initially noticed that there
13 were several that were either calendar invites or the invoices
14 and purchase orders that I had mentioned before. So from that
15 point we decided we were going to deprioritize those e-mails
16 and produce the ones that were responsive to the search string
17 in Phase 1.

18 We did so on a rolling basis, first starting with
19 perhaps 100 or so and then 700 and then -- and that was -- that
20 was it for the nondeprioritized, nonprivileged documents. We
21 had a privilege log which notated that there were approximately
22 4,886 e-mails that were either withheld on privilege grounds or
23 other confidential grounds. And to also clarify, those --
24 those 4,886 did not include family members. If it did, if we
25 included the families of those privilege documents, we're

1 looking at 7,038 documents that were withheld.

2 Then — what was it — perhaps a week ago we produced
3 an additional 522 documents that were a part of those
4 deprioritized e-mails that — that I had mentioned earlier. Of
5 the remaining deprioritized e-mails, those were also —
6 they're — they're notated on the privilege log, not
7 necessarily as deprioritized, but they're included in that
8 withheld bunch of 4,886 documents.

9 THE COURT: Okay.

10 MS. HORNSBY: So that is the entire world of e-mails
11 at this point.

12 THE COURT: So how many e-mails have you produced?

13 MS. HORNSBY: We have produced 1,334 documents.

14 THE COURT: All right. Ms. Stewart, let's set aside
15 for the moment the privileged documents to which they claim a
16 privilege or confidentiality, which is a large percentage of
17 these. What from the rest of those documents is it that you
18 claim they are wrongfully withholding or refusing to produce?

19 MS. STEWART: So Ms. Hornsby just said a number that
20 I'm hearing for the first time, and that was — I think she's
21 saying the entire corpus of documents was not 10,707, it was
22 actually 8,372. If that's the case, then that explains some of
23 the discrepancy but not all of it. And I also note that
24 Trinity has represented to us throughout this process and to
25 the Court in several joint filings that the corpus is 10,707

1 documents.

2 Going from that number or even going from this new
3 number that Ms. Hornsby just stated, the 8,000 --

4 THE COURT: Let me -- well, let's -- let's get that
5 straightened out, first of all.

6 How did you get from the 10,000 to the 8,372,
7 Ms. Hornsby?

8 MS. HORNSBY: Yes, Your Honor. So the -- the 10,707
9 came when our internal IT personnel ran a basic search. Once
10 we hired our review team and they got into the documents and
11 either took out duplicatives or -- or however their process is,
12 they began working from a number that was reduced down to
13 8,372. So, yes --

14 THE COURT: So it's -- it's your representation that
15 the universe of documents that are responsive to their request,
16 including ones which you later claim privileged or
17 confidentiality, that universe is actually 8,372 documents.

18 MS. HORNSBY: Yes, once we hired the review team.

19 THE COURT: All right. And then you did a second
20 review that took out calendar invites and certain specific
21 purchase orders, and that got you down to how many?

22 MS. HORNSBY: Ooh, it -- that I can't give an exact
23 precise number to because we're dealing with families in these
24 document productions. I think, the original number, there was
25 probably, you know, 500 in total, including the -- and this

1 probably isn't answering your question exactly. But it was
2 7,000 — it was 4,886 that were withheld in total, including
3 the calendar invitations —

4 THE COURT: Okay.

5 MS. HORNSBY: — purchase orders, and also the PHI.

6 THE COURT: All right. So the — so the 4,886
7 includes, in addition to the privileged confidential documents,
8 the calendar invites and the purchase orders.

9 MS. HORNSBY: Yes, Your Honor.

10 THE COURT: Okay.

11 MS. HORNSBY: And just if I may just as a particular
12 clarification, if we include families of those withheld, then
13 we're up to 7,038 documents.

14 THE COURT: Okay. And do you have a record of how
15 many documents to which you have claimed a privileged or
16 confidentiality?

17 MS. HORNSBY: Yes, I believe I do.

18 Let's see. I can — if we do — I do know that
19 approximately 2,173 were — actually, let me take that back. I
20 think I do have the number. Bear with me one moment, please.

21 Yes. 2,773 were withheld because they either
22 contained the confidential business information, and then 30
23 were withheld because they contained other customer
24 information.

25 THE COURT: So 2,773? Did that also include

1 documents that were withheld because it had personal
2 information regarding the detainee or --

3 MS. HORNSBY: No, Your Honor.

4 THE COURT: Okay. So the 2,773 is confidential
5 business information.

6 MS. HORNSBY: Yes. Plus the 30 that's also other
7 customer information.

8 THE COURT: How many did you withhold because it had
9 private information with regard to the detainees?

10 MS. HORNSBY: Yes, Your Honor. 2,173 documents
11 contained PII, and 499 contained PHI.

12 THE COURT: Okay. All right. Well, I think the ones
13 that contain the PII and PHI, that can be easily handled with
14 an appropriate protective order. So that would be 2,173
15 additional documents to be produced based upon a protective
16 order if the current one doesn't cover it.

17 I mean, you agree, Ms. Hornsby, that obviously those
18 protections with regard to confidentiality of that type
19 information -- that can be accomplished by the Court with a
20 proper protective order; correct?

21 MS. HORNSBY: Yes, Your Honor.

22 THE COURT: Okay. Have you -- have you seen the
23 protective order that has previously been entered in this case
24 and are not comfortable that it covers the situation?

25 MS. HORNSBY: That's correct, Your Honor. And I

1 think some of it was because in these documents that contained
2 the PII there are rosters of all inmates, not just inmates
3 relative to the work program. So I think --

4 THE COURT: All right. Well, then -- then I'm going
5 to direct that within seven days you provide Ms. Stewart with a
6 proposed protective order that would properly cover this
7 confidential information in these 2,173 documents.

8 And, Ms. Stewart, you review that and confer with
9 Ms. Hornsby and hopefully agree upon a consent protective order
10 with regard to those documents. And if you cannot agree, then
11 I'll decide the difference -- or I'll resolve the disagreement.

12 Now, with regard to the 2,700 -- and I will order
13 production of those documents once the protective order is in
14 place.

15 With regard to the 2,773 that you claim are
16 confidential for business reasons, are you also contending that
17 you don't believe those are relevant, Ms. Hornsby?

18 MS. HORNSBY: That's correct, Your Honor.

19 THE COURT: Okay. Do these -- do these documents
20 relate in any way to the pricing for meals and the cost of
21 meals and how that is calculated pursuant to the contract
22 between Trinity and CoreCivic?

23 MS. HORNSBY: Your Honor, I don't believe so. I have
24 not reviewed all 2,773, but I do know they were flagged because
25 they were mostly vendor invoices that had price terms for

1 specific items both by -- I don't -- I don't believe they have
2 anything to do with price per meals or anything like that.

3 THE COURT: So you're just -- who made the
4 determination as to the basis for excluding those 2,773
5 documents?

6 MS. HORNSBY: Our review team, based on a protocol
7 that we implemented.

8 THE COURT: Okay. With regard to those documents,
9 I -- do you think it would be reasonably easy to -- well, let
10 me -- would -- do you know whether most of those documents are
11 between Trinity and CoreCivic or with -- they're with other
12 parties?

13 MS. HORNSBY: They're with -- they're with vendors.
14 As far as the ones that are not calendar invitations, they're
15 with vendors specifically.

16 THE COURT: So they would be, for example, invoices
17 for purchase of cornmeal or potatoes or whatever --

18 MS. HORNSBY: Or supplies from Office Depot or --
19 yes, that's exactly it.

20 THE COURT: Ms. Stewart, I understand that you --
21 that you obviously as part of your claim are trying to
22 determine how CoreCivic profited from the alleged coerced
23 reduced price labor. But can you not get that information from
24 another source other than going through -- do you intend to go
25 through all of their invoices with regard to their cost of

1 goods sold and have someone calculate from scratch a
2 profit-and-loss statement as to what they were making, or do
3 you intend to pursue that by obtaining something in more
4 summary form from the parties based on the price that they were
5 charging in the contract?

6 I mean, are you actually going to go through -- is
7 your intention to go through every invoice for every meal for
8 this period of time to determine the cost of the food operation
9 to Trinity and then compare that to the -- to the contract?

10 MS. STEWART: Your Honor, in a nutshell, yes. We
11 view the -- the e-mails that are from food vendors or exchanged
12 with food vendors to be relevant to our claim that CoreCivic,
13 through its agent Trinity, is depriving individuals of adequate
14 food at Stewart Detention Center. Trinity, according to the
15 contract, purchases the food. So these are Trinity documents
16 and Trinity e-mails.

17 We had previously discussed this with Trinity. And
18 they had informed us that, despite their relevance objection,
19 they were willing to produce these documents to us but that
20 they would be deprioritized, so in a later production. This
21 position they're taking now, whereby they're no longer
22 producing those documents because they're either confidential
23 business information or they're not relevant anymore, is not
24 what we understood our agreement to be.

25 THE COURT: Well, let me ask you how -- your response

1 was a little different than my question. How do those invoices
2 show that your — that the detainees were deprived of food?

3 MS. STEWART: Well, one of our allegations is really
4 as to whether or not CoreCivic provided adequate food to
5 detained individuals. And adequacy can involve the amount of
6 food provided, the quality of the food as it's being made, the
7 quality of the food as it's purchased. And so to the extent
8 that CoreCivic via Trinity was skimping on food service or food
9 vendor purchases by purchasing less-than-adequate food,
10 quantities that would be less sufficient for the number of
11 detained individuals at Stewart, that information is relevant
12 to that claim.

13 THE COURT: Okay. All right. Ms. Hornsby, I'm going
14 to order that Trinity produce those documents and include in
15 this protective order, that you and Ms. Stewart are hopefully
16 going to agree upon, a section that requires that — a
17 procedure for you designating certain parts of those documents
18 as privileged but nevertheless producing them. In other words,
19 include your privilege issues for those documents in the
20 protective order so we don't have to have two protective
21 orders.

22 MS. HORNSBY: Yes, Your Honor.

23 Now, to clarify, Your Honor, is that — and also just
24 stepping back with the PHI and PII documents. It's that whole
25 world. It's PHI, PII, the other customer information. Because

1 I do think -- I mean, granted, it's a small number -- the other
2 customer information documents, those aren't going to be --

3 THE COURT: How many are those?

4 MS. HORNSBY: There's only 30 of those.

5 THE COURT: Produce those 30 to me *in camera* with a
6 privilege log, and I'll look at them.

7 MS. HORNSBY: Yes, Your Honor.

8 THE COURT: Okay. Ms. Stewart, what other e-mails or
9 documents, other than the ones that have been produced and the
10 ones that I've now ordered produced, are there that's out there
11 that you contend you're entitled to that either you -- they
12 haven't produced them or you just don't have adequate
13 confidence that they've produced them yet?

14 MS. STEWART: Yes, Your Honor. But -- but briefly
15 going back to what you just ordered, with respect to the
16 roughly 2,700 documents that they're withholding because they
17 claim they contain confidential business information, would
18 those also be inclusive in the documents that you're ordering
19 them to produce under a future more robust protective order?

20 THE COURT: Yes. I think I just said I was -- I was
21 ordering them to produce all of those documents except for the
22 30, which they would produce *in camera* for me to review before
23 I order production of those.

24 MS. STEWART: Okay. Thank you for clarifying. So we
25 can --

1 THE COURT: They -- they should be covered in the
2 same protective order as the PII and PHI information, just so
3 we'll have one protective order.

4 MS. STEWART: Understood. Thank you.

5 Then I think with --

6 THE COURT: Ms. Hornsby is going to get that draft,
7 her proposal, to you within seven days. The sooner you reach
8 agreement, the sooner all that will be produced.

9 MS. STEWART: Yes. Thank you, Your Honor.

10 Then with respect to Phase 1, I think there's only
11 one set of e-mails or files that are outstanding.

12 And going back to the discrepancy between the
13 original number of the corpus, which is 10,707 files, and the
14 new number presented by Ms. Hornsby today, which is 8,372
15 files.

16 Previously, going from the 10,707 number, we had that
17 there were 4,398 files unaccounted for, not produced or not
18 being withheld on any sort of privilege or other ground. Now,
19 going from the new number, the 8,372, that would still leave
20 2,335 files that are unaccounted for that -- that should have
21 been included in the original Phase 1 production. And we don't
22 know what happened to those files. But our position is that
23 wherever they are they should be produced pursuant to our
24 original agreement with Trinity.

25 THE COURT: Ms. Hornsby, do you want to explain

1 the -- what appears to be a discrepancy in the math?

2 MS. HORNSBY: Sure, Your Honor.

3 So I think -- and this is one of the points I raised
4 earlier, was the difference of items withheld, where it was the
5 items without family members and then items held with family
6 members. So if we take all of the documents withheld, despite
7 whatever grounds they were withheld on, that's -- if we're
8 including family members, that's 7,038 withheld documents. And
9 I believe -- and I'll check my math right now so I don't
10 embarrass myself, but I believe 7,038 plus 1,334 will get us to
11 that 8,372 number, if I'm correct. Let's see.

12 MS. STEWART: It gets us close to that number,
13 Ms. Hornsby. However, pursuant to the log --

14 THE COURT: Is the -- is the family member
15 information -- is that -- what is that? What do you mean by
16 "family member"?

17 MS. HORNSBY: Your Honor, when -- especially when
18 you're dealing with e-mails, you'll have a main e-mail, but
19 either there could be an attachment or a chain of e-mails. And
20 so that creates these families. And if you keep the families
21 together, you have a certain number. And if you start removing
22 family members, like removing --

23 THE COURT: Okay.

24 MS. HORNSBY: -- attachments or removing things --

25 THE COURT: All right. That's -- that's an IT term.

1 You're not talking about family members of detainees.

2 MS. HORNSBY: Correct, Your Honor.

3 THE COURT: So that's just a matter of preventing
4 duplication.

5 MS. HORNSBY: Yes, Your Honor.

6 THE COURT: Okay. So --

7 MS. HORNSBY: So in that --

8 THE COURT: With her explanation, Ms. Stewart, what
9 is it left out there that you think that they have not
10 accounted for?

11 MS. STEWART: Well, I guess -- I agree with
12 Ms. Hornsby that they are withholding a total of 4,899 files.
13 And I think what she's saying is that, if you count e-mail
14 families within those files, then that number expands to 7,034.

15 Based on the log they've produced to us, that's not
16 reflected there. It is a solid 4,899 e-mails. E-mail families
17 are already broken out in the log. And so I'm not sure why
18 that discrepancy is happening. It's significant enough,
19 though, that I'm concerned that it is --

20 THE COURT: All right. I'm going to -- I'm going to
21 settle it this way, Ms. Hornsby. I'm not going to require you
22 to produce duplicate e-mails that are duplicates because of
23 "family members," as you've used that term. I'm not going to
24 require that. And if you go back and confirm with your people
25 and you confirm yourself that that's what this discrepancy is,

1 then you need to communicate that in writing to Ms. Stewart.

2 If, however, there are other documents out there that
3 are not accounted for except for this duplication, then those
4 need to be produced. And if there's some privilege, that can
5 be taken care of with the joint protective order that you're
6 going to provide to me to sign. So basically, with regard to
7 Phase 1, I'm ordering you to produce them unless they are
8 duplicative as you've described.

9 Now, is there any universe of documents out there,
10 Ms. Hornsby, that I have not ordered produced or that you're
11 not withholding based upon duplication that we've not discussed
12 this morning?

13 MS. HORNSBY: No. And -- I don't believe so, Your
14 Honor. But I am confirming that, with regard to the documents
15 that are withheld for attorney-client privilege or work
16 product, those will not be produced regardless of a joint
17 protective order. Is that correct, Your Honor?

18 THE COURT: Correct. But how many of those are
19 there?

20 MS. HORNSBY: I don't have the number in front of me,
21 but I believe it's less than 50.

22 THE COURT: Well, I think under the rules you're
23 required to submit a privilege log with regard to those. And
24 then if Ms. Stewart wants to compel production, she can file a
25 motion for me to review those *in camera*.

1 MS. HORNSBY: That's correct, Your Honor. We
2 provided privilege logs that had all of these tabs.

3 THE COURT: All right. Ms. Stewart — Ms. Stewart,
4 if you're concerned that they are impermissibly hiding behind
5 attorney-client privilege, you just need to file a motion that
6 you want me to review all those *in camera*.

7 MS. STEWART: We will do that. Thank you, Your
8 Honor. I think it's about 19 files.

9 THE COURT: Okay.

10 MS. HORNSBY: That sounds about right.

11 THE COURT: Well, take a close look. I mean, I don't
12 want to look at them unless I have to, but I certainly will if
13 you think there's some reason to believe that — that I should,
14 Ms. Stewart.

15 MS. STEWART: Thank you.

16 THE COURT: With regard to — Ms. Stewart, is that —
17 are you relatively satisfied with regard to Request No. 2 in
18 Phase 1?

19 MS. STEWART: Yes, Your Honor, I am.

20 THE COURT: Okay. And, Ms. Hornsby, you're clear on
21 your obligations going forward with regard to —

22 MS. HORNSBY: Yes, Your Honor.

23 THE COURT: Okay. The other request was — and I
24 don't know if this — well, Request 4 was, "Documents that
25 identify Trinity employees who worked at Stewart during the

1 relevant period, including payroll records, records of hours
2 worked, job description, and job assignments."

3 Ms. Hornsby, I think those could be relevant to their
4 claim. And have you produced those?

5 MS. HORNSBY: No, Your Honor.

6 THE COURT: Okay. Is -- are you making some argument
7 that that's unduly burdensome?

8 MS. HORNSBY: Your Honor, our argument is just that
9 we respect the privacy of our employees, especially given this
10 line of work. And so to produce their personal information,
11 their names, their -- their pay, all of that, when there's not
12 a relation that I can see towards the claim, especially given
13 that we've already identified that Trinity employees do not do
14 the same type of work that --

15 THE COURT: Well, they may be -- they may be
16 witnesses. I mean, I don't see any need to -- to provide
17 personal identifying information, such as Social Security
18 number, date of birth, or any of that. But I do think that
19 producing their -- providing their names and their -- their
20 payroll records, as far as what their compensation was and the
21 hours they worked and their job descriptions and assignments, I
22 think that is -- is relevant. And, of course, all of that can
23 be produced and be protected under this protective order that
24 you and Ms. Stewart are going to work out. So I'm going to
25 order those records produced. But I'm -- if you want to redact

1 Social Security numbers and date-of-birth information, I think
2 that would be appropriate.

3 MS. HORNSBY: Your Honor, if I may, if they are
4 intending to -- which I believe they are; and, Ms. Stewart,
5 please correct me if I'm wrong -- have a 30(b)(6) witness,
6 would it be possible to redact the names of the employees
7 and -- and then still produce the payroll information since
8 there'll be this 30(b)(6) witness later down the road?

9 THE COURT: Ms. Stewart, do -- would you have an
10 objection, at least at this stage, these persons being
11 identified by initials; and then if later on you determine you
12 want to go speak to them because they are witnesses, that
13 information can be expanded?

14 MS. STEWART: Your Honor, we would like their full
15 names and titles now, mostly because the fact discovery in this
16 case closes at the end of June. So there isn't a whole lot of
17 time to push out potentially contacting these witnesses.

18 However, we would be okay with their initials with
19 respect to the payroll information, for example, if Trinity
20 wanted to produce the payroll information in a more anonymized
21 format. But other than that we are seeking their full names
22 and titles at the very least.

23 THE COURT: All right, Ms. Hornsby. So with regard
24 to the payroll information, if you want to just identify them
25 by initials, that's fine. That seems reasonable to me. Or

1 if -- but they need to know the full names of these persons
2 because they are potential witnesses in the case. They -- they
3 want to -- they want to talk to them and, I assume, find out
4 what the conditions were there as far as holding back food and
5 the conditions there in the area where they were working. And
6 the only way for them to be able to do that is to have their
7 names.

8 MS. HORNSBY: Understood.

9 THE COURT: So what's a reasonable time period from
10 your perspective, Ms. Hornsby, for -- we'll get to when all
11 this needs to be done after we get to the very end.

12 The other request is regarding Trinity's contracts
13 with CoreCivic. Ms. Stewart, is there some reason that this
14 can't be obtained directly from CoreCivic?

15 MS. STEWART: Your Honor -- and to clarify -- we have
16 the contracts between Trinity and CoreCivic. We are seeking a
17 single pricing term in that contract to be unredacted. And we
18 initially requested the contracts from CoreCivic, and CoreCivic
19 declined to produce them to us and told us to get them from
20 Trinity. We have only gotten the most recent 2020 version of
21 the contract from CoreCivic. Trinity knows this because we
22 then went back to Trinity and Trinity produced us the contract.

23 In terms of who should redact the price-per-meal-rate
24 term, either party could do it. It's not an issue of burden.
25 And as far as I know, Trinity isn't raising really much or any

1 objection to producing this term. So it would be just as easy
2 for them to lift the redaction as CoreCivic.

3 THE COURT: Why is — CoreCivic's a party to the
4 case. Why — why would they not be the ones to redact it or to
5 reveal the term?

6 MS. STEWART: The issue is that they didn't produce
7 the contract to us initially; Trinity did. So because we got
8 those contracts from Trinity, it would make more sense for
9 Trinity to lift the redaction. If CoreCivic would be willing
10 to produce those contracts to us, instead of telling us to get
11 them from Trinity, then we could ask CoreCivic to lift that
12 redaction on that term as well. But they have refused to
13 provide us a contract except for the 2020 version.

14 THE COURT: All right, Ms. Hornsby. Produce the
15 contract without the redaction.

16 MS. HORNSBY: Your Honor, may I explain some of the
17 number behind — or some of the reasons — because we actually
18 have stated numerous times why we object to producing the price
19 term. Is there room for me to explain that, Your Honor?

20 THE COURT: There is, although I've read those
21 reasons. It's clear to me that the price term is relevant to
22 the plaintiffs' claims, and it doesn't appear that it would be
23 unduly burdensome, and any confidentiality objection that
24 you — that you have could be handled with a protective order.
25 But go ahead.

1 MS. HORNSBY: Your Honor, it's just that's a key
2 negotiating term. And I think the fact of the matter is, as
3 you've raised, this is a issue that should be between CoreCivic
4 and Trinity. Trinity heard plaintiffs' request and initially
5 said, "No, this is -- get it from CoreCivic." But in working
6 in good faith and trying to be helpful, we then produced --

7 THE COURT: Well, let me ask you -- let me -- let me
8 ask you a question about that, though, Ms. Hornsby. You say,
9 "Okay, get it from CoreCivic." It's going to be the same term,
10 is it not?

11 MS. HORNSBY: Correct. But, as Ms. Stewart has
12 pointed out, CoreCivic has also redacted that term.

13 THE COURT: No, no. What I'm saying is, if I order
14 CoreCivic to unredact the term, then as far as your interest in
15 keeping it out of the discovery, why does it matter whether I
16 order CoreCivic to unredact it or you unredact it?

17 MS. HORNSBY: I think simply because CoreCivic is the
18 party, not us. And so the dispute is all between them. So
19 that's --

20 THE COURT: But how -- but how does that -- how does
21 that relate at all to your argument that your client doesn't
22 want to disclose a negotiating term because there's some
23 economic disadvantage that may occur to them?

24 MS. HORNSBY: Right. That's our position. But if
25 the Court ordered CoreCivic to do it, then we can't -- then we

1 can't stop it. But our position and why we don't want it
2 produced or why we don't want it left unredacted is because
3 it's -- it's -- it's very sensitive negotiating terms, sales
4 terms, all -- all of this that goes into coming up with that
5 number. It could, you know, impact the competitive advantage,
6 things like that. And so from our perspective, we don't want
7 to have that number out there. But, again, if you ordered
8 CoreCivic to do it, there's no -- you know, we can't stop that.
9 And it's just -- we look at it as a dispute with plaintiffs and
10 CoreCivic.

11 THE COURT: Mr. Lee, I'm going to order it be
12 unredacted because I think it is relevant to the plaintiffs'
13 claims. Is there a reason not to order you to have CoreCivic
14 unredact it, as opposed to Trinity?

15 MR. LEE: Just the -- some of the same reasons that
16 Ms. Hornsby had already mentioned, Your Honor. Typically, when
17 we're producing these contracts, you know, in -- in any case
18 involving Trinity, we redact that price term because it is a --
19 we consider it, as Ms. Hornsby mentioned, to be a confidential
20 business term. It's a key point of negotiation that could be
21 used by competitors to -- to undercut. And so that's sort of
22 the standard practice is to redact that term.

23 You know, obviously if the -- if the Court orders it
24 to be produced unredacted, we'll comply with the court order.
25 But that would be -- you know, that's typically the position we

1 take and for the reason that we take it.

2 THE COURT: And why has CoreCivic not produced all of
3 the contracts that have been requested, even with the
4 redaction?

5 MR. LEE: Well, it just -- at the -- at the time that
6 particular dispute came up, plaintiffs had already served their
7 subpoena on Trinity and were actively negotiating that response
8 with Trinity. So I don't think it was fair to characterize
9 CoreCivic as absolutely refusing to produce the contracts. It
10 just seems it's unnecessary to have two parties producing --
11 have two entities producing the same contract.

12 THE COURT: All right. I'm going to -- I'm going to
13 order one or the other of you to produce it unredacted. How do
14 you want to do it?

15 MR. LEE: We can produce -- we can do that, Your
16 Honor.

17 THE COURT: All right. You're going to produce the
18 contracts that have been requested, unredacted as to the price
19 term.

20 MR. LEE: Yes, Your Honor.

21 THE COURT: And if you don't feel that the current
22 protective order in the case is sufficient to protect that
23 information beyond the case and beyond the lawyers and perhaps
24 their experts in the case, at least at this stage, then work
25 with Ms. Stewart on an addendum to the protective order that

1 addresses your concerns.

2 MR. LEE: Understood, Your Honor.

3 THE COURT: All right. And then that will be
4 produced.

5 Does that take care of all the issues with regard to
6 Phase 1, Ms. Stewart?

7 MS. STEWART: Yes, Your Honor. All that's remaining
8 is Phase 2.

9 THE COURT: All right. With regard to Phase 1, I've
10 already indicated that, Ms. Hornsby, you'll produce the —
11 provide Ms. Stewart with the appropriate proposed protective
12 order within seven days.

13 And then after that order has been agreed to and
14 submitted by me, after I sign the protective order,
15 Ms. Hornsby, how many days do you think it's reasonable for you
16 to comply with the production that I've ordered today?
17 After — after the date that I sign the new protective order.
18 Ms. Hornsby.

19 MS. HORNSBY: Oh, I'm sorry. I thought you were
20 asking Ms. Stewart.

21 THE COURT: No. You're going to be doing the
22 producing. So what would be a reasonable time for you to
23 produce the additional documents that I've ordered today that
24 have not been produced after the date that I sign the
25 protective order?

1 MS. HORNSBY: Is it possible for us to address Phase
2 2 first — because some of what — what we come up with with
3 Phase 2 —

4 THE COURT: Okay.

5 MS. HORNSBY: — might impact —

6 THE COURT: All right. We can go ahead and address
7 Phase 2 before we decide on the timing.

8 All right. Ms. Stewart, briefly explain to me what
9 the issues are with regard to Phase 2.

10 MS. STEWART: Sure. So Phase 2 seeks production of
11 files that are responsive to a set of search terms relating to
12 work stoppages, grievances, and the provision of food.

13 We had previously agreed with Trinity to table the
14 Phase 2 search once Phase 1 was complete. But because Phase 1
15 was never completed and it — and it seems like Trinity wasn't
16 going to complete it absent an order compelling it to do so —
17 we no longer had faith that we would ever reach the Phase 2
18 dispute to be able to resolve it.

19 We previously had no visibility into the breadth of
20 the Phase 2 files because Trinity hadn't informed us of, you
21 know, the hit counts or how many files there are responsive to
22 those terms. Late last night we learned from Trinity for the
23 first time that they did search those terms and it resulted in
24 around 30,000 responsive e-mails. We don't have any visibility
25 behind that number, again, because Trinity hasn't produced us

1 any hit count reports or any data on which of those terms
2 caused that many hits.

3 We will note that previously Trinity had told us and
4 informed the Court in its briefing that the e-mail account at
5 issue only has a total of 17,489 e-mails in it. So presumably
6 nearly half of the Phase 2 hit counts that Trinity is reporting
7 as of last night are duplicates. But, again, we have no way of
8 evaluating those issues because we don't have a report from
9 Trinity.

10 In any event, similar to Phase 1, our position is
11 that these files are responsive and relevant to our claims in
12 this case.

13 THE COURT: And, Ms. Hornsby, is this the group that
14 you contend, other than 362 of the e-mails, all the rest of
15 them have addresses of folks at CoreCivic and could be obtained
16 from CoreCivic?

17 MS. HORNSBY: Not necessarily, Your Honor. I think
18 that was a very — that was an e-mail sent in November prior to
19 getting any search strings at all. So that was just the
20 general —

21 THE COURT: Okay. All right. What's the concern
22 about these documents in Phase 2?

23 MS. HORNSBY: So, again, Your Honor, as a nonparty,
24 this — going through this review of these additional
25 documents, it's going to be costly. We've already — I've

1 mentioned in our documents at this point just for the review of
2 Phase 1 Trinity spent over \$30,000, not including its legal
3 fees for representation. So it's the cost that's building in
4 this case to do these search terms when — again, as a
5 nonparty — we presume that there are a good bit of e-mails out
6 there that plaintiffs can get from CoreCivic.

7 But to these particular Phase 2 e-mails, a lot of
8 them we view as not relevant, in addition to the financial
9 burden. And, for example, some of the strings involve issues
10 in Request No. 7, which plaintiffs have said they're — they're
11 letting go of Request No. 7. Yet one of — one or two of the
12 search strings involve disciplinary actions, things like that,
13 things that we've said aren't relevant because Trinity's
14 position in this whole thing, that's a — a matter that's
15 between the parties. And so that — those are just some of the
16 reasons.

17 And so we got an estimation just off the cuff of this
18 blanket hit of responsive documents, and we're looking at an
19 additional cost of anywhere between 45 and \$55,000 to review
20 these documents. And we can't — it kind of goes back to some
21 of the issues with Phase 1. There's no way of us knowing what
22 we're going to produce until we get into the review process.
23 So —

24 THE COURT: Do you have any —

25 MS. HORNSBY: — (Zoom audio glitch) — asking more

1 funds.

2 THE COURT: Well, certainly as a third party I think
3 you need to be reasonably compensated for your efforts at
4 production. That's what the law contemplates.

5 Ms. Stewart, it's — it's your contention that you at
6 least thought the representation was made that they would
7 produce documents responsive to Phase 1 and 2 for just the
8 \$10,000 that you previously paid?

9 MS. STEWART: No, Your Honor. The \$10,000 covered
10 just the Phase 1 production. Again, the agreement was that we
11 would revisit Phase 2 and discuss it after Phase 1 production
12 was —

13 THE COURT: Well, have you had a chance to discuss it
14 sufficiently before this morning?

15 MS. STEWART: No, Your Honor, we have not, because
16 the Phase 1 production was not complete. So the agreement to
17 discuss Phase 2 after Phase 1 was never triggered. And, again
18 as I mentioned, just last night we learned from Trinity how
19 many responsive documents its searches of those terms produced.

20 THE COURT: So it's —

21 MS. STEWART: We've had no visibility into that
22 search.

23 THE COURT: So it would be premature for me to rule
24 with regard to Phase 2. You don't —

25 MS. STEWART: Well, I think —

1 THE COURT: -- want to pay \$45,000, do you?

2 MS. STEWART: No, we don't. And we don't think we
3 should have to pay any additional money to Trinity for Phase 2.
4 However, we would request that Trinity be ordered to produce to
5 us some data behind their search so that we can evaluate why
6 some terms produced so many responsive hits and possibly modify
7 those terms. We'd be willing to remove some terms that seem
8 duplicative or unnecessary after looking at the search.

9 THE COURT: All right. Well, let's do --

10 MS. STEWART: And then we would also want to --

11 THE COURT: Let's do this. I think the motion with
12 regard to this Phase 2 is probably premature.

13 Ms. Hornsby and Ms. Stewart, y'all need to confer and
14 determine whether this can be narrowed down and whether you
15 can, Ms. Hornsby, provide Ms. Stewart with some information
16 that can satisfy her that she needs to revise the search terms
17 to narrow this down and give her some estimate as to what the
18 cost would be for you to do that and see if y'all can't get
19 this resolved. And, if not, I guess we'll have to have another
20 hearing on Phase 2 to resolve it.

21 One thing that I would hope you would consider is,
22 Ms. Hornsby, find out from your IT people what the cost would
23 be for you to produce just a log that shows who these e-mails
24 are to and from and the dates so Ms. Stewart can then see how
25 many are on there that are CoreCivic people. And I don't know

1 why they couldn't obtain them from CoreCivic other than you --
2 as opposed to you. But I think you and your IT people can
3 figure out how to narrow this down better than I can at least
4 this morning.

5 MS. HORNSBY: And, Your Honor, I just want to make
6 sure I'm clear, too. At this point I think the cost is really
7 what's causing me concern here. I --

8 THE COURT: I think -- I don't know what
9 Ms. Stewart's rationale is for believing that she's not going
10 to have to pay more money for Phase 2. I think the law clearly
11 requires that, particularly with regard to a third party,
12 they're entitled to reasonable compensation for their cost of
13 production. And if there was no agreement that the \$10,000 was
14 going to cover everything, then the clock -- the cost would
15 start running again with regard to this Phase 2, which I assume
16 is your position, Ms. Hornsby.

17 MS. HORNSBY: Correct. I mean, Phase 2 with anything
18 that we are -- anything additional from today that we are asked
19 to do --

20 THE COURT: I think that's correct.

21 MS. HORNSBY: Yes.

22 THE COURT: So you and Ms. Stewart need to have a
23 telephone call where you try to give her some estimate as to,
24 "Okay, if we just go back to my IT people and I find out these
25 things that are -- that you want to know, this is going to cost

1 this amount, and then if you do the production it's going to be
2 this amount." But y'all need to get that straightened out on
3 the front end.

4 And if, Ms. Stewart, you think that they're
5 unreasonable in what they're requesting, then you can seek
6 relief from the Court. But I'm not going to order them to
7 produce all of these additional documents for free.

8 MS. STEWART: Thank you, Your Honor. I understand
9 that.

10 THE COURT: So y'all need —

11 MS. STEWART: I —

12 THE COURT: Y'all need to confer. And if I need to
13 decide it, I will, but after y'all have fully conferred.

14 Okay. Ms. Hornsby, is that clear?

15 MS. HORNSBY: Yes, Your Honor.

16 THE COURT: Okay. All right. Are there any other
17 matters with regard to the subpoena, other than when the Phase
18 1 information that I've ordered be produced shall be produced?

19 Any other —

20 MS. STEWART: Yes —

21 THE COURT: — Ms. Stewart?

22 MS. STEWART: Sure. I just want to respond to
23 another issue that came up in this discussion, and that is
24 whether or not we can get these e-mails from CoreCivic. And
25 for the record, we have requested electronically stored

1 information from CoreCivic since August 2020. And CoreCivic
2 still has not produced to us the bulk of the ESI that we've
3 requested from it. And that is why we've been unable to even
4 evaluate which of these e-mails could plausibly be in
5 CoreCivic's custody. So we might have to come back here to
6 Your Honor on that issue as well at some point in the future.

7 THE COURT: Well, if they — if they haven't produced
8 them and they — then you need to — and y'all can't reach an
9 agreement in good faith, then you need to file a motion to
10 compel against them.

11 MS. STEWART: Yes, Your Honor. We might have to do
12 that.

13 THE COURT: If they have no — if they have no
14 justifiable basis for not producing it, then you'll get your
15 costs. But I'm not in a position to decide that today.

16 MS. STEWART: I understand that, Your Honor. I just
17 wanted to raise that in response to some of the conversation
18 about CoreCivic producing the e-mail.

19 And then one last point on the Trinity e-mails. Our
20 position right now with respect to additional costs for Phase 1
21 is that we need to evaluate the burden on Trinity to even
22 assess whether additional cost would be appropriate because we
23 haven't gotten the information we need from —

24 THE COURT: Well, I — Ms. Hornsby, I thought this
25 additional cost you were talking about was with regard to Phase

1 2. At this time you're not -- you're not seeking additional
2 cost with regard to Phase 1.

3 MS. HORNSBY: It's for both, Your Honor, yes, Phase
4 1 --

5 THE COURT: Well, did you -- did you or did you not
6 agree to produce the Phase 1 information for \$10,000?

7 MS. HORNSBY: We did, Your Honor. But I think -- I
8 guess my -- my point being there is that we agreed for -- to
9 do -- to respond to the request. But I think once we got into
10 having to do this extra production of privileged documents,
11 it's just racking up the -- the costs. So --

12 THE COURT: I understand that. But if -- if you
13 agreed originally to do the Phase 1 for \$10,000 and then you
14 got into it and you realized, "We were way off on our
15 estimate," then the appropriate thing to do at that point was
16 to get together with Ms. Stewart and say, "Look, we're way off
17 on our estimate. We can't do it for 10. We can do it for 20
18 or 25." And then if there's a disagreement, come to the Court
19 and let the Court resolve it.

20 But what it sounds like -- and I'm not criticizing
21 anybody for this -- but you went ahead and did all the work
22 anyway, and now after the fact you're seeking additional money
23 for Phase 1 when it's contrary to the original agreement.

24 Have I mis -- am I misunderstanding what happened,
25 Ms. Hornsby?

1 MS. HORNSBY: No, Your Honor. I don't think that's a
2 mischaracterization. I just -- I note that to get -- the part
3 of what took so long for this production to get off the ground
4 was that it -- it took a substantial amount of time to get to
5 the 10,000 request. But I understand your point, Your Honor,
6 and we will be sure to have a conferral call with regards to
7 Phase 2 and the pricing that we anticipate having, knowing that
8 there's now three times the amount of documents in the first
9 production.

10 THE COURT: Okay. So I'm not -- I'm not awarding
11 additional costs, Ms. Stewart, with regard to Phase 1. But
12 Phase 2 -- I mean, I'll be open to any argument that's
13 reasonable, but I think you should understand -- and I'm sure
14 you do -- that you're going to have to pay for that.

15 MS. STEWART: Yes, Your Honor --

16 THE COURT: Okay.

17 MS. STEWART: -- we understand that. And we will,
18 you know, pay appropriate costs, if necessary, once we
19 understand exactly what it'll take to produce the Phase 2
20 e-mails.

21 THE COURT: All right. Anything else except me
22 setting a date for when this production of additional Phase 1
23 material shall be due? Ms. Stewart?

24 MS. STEWART: No. That's all for me, Your Honor.
25 Thank you.

1 THE COURT: Ms. Hornsby?

2 MS. HORNSBY: That's all for me except for this date.

3 THE COURT: All right. So you're going to provide a
4 proposed protective order to Ms. Stewart within seven days.
5 And presumably, Ms. Stewart, you'll be able to review it and
6 agree to it, hopefully, within seven days. And then it'll be
7 submitted to me and I'll sign it.

8 After I sign it, Ms. Hornsby, what do you think is a
9 reasonable amount of time for you to produce the material?

10 MS. HORNSBY: Your Honor, at least three weeks.

11 THE COURT: 21 days?

12 MS. HORNSBY: Yes, sir.

13 THE COURT: Okay. So your production will be 21 days
14 after I sign the protective order.

15 MS. HORNSBY: Thank you.

16 THE COURT: Okay. All right. Does that take care of
17 everything that we need to decide today with regard to Trinity,
18 Ms. Stewart?

19 MS. STEWART: Yes. Thank you, Your Honor. That's it
20 for us.

21 THE COURT: Ms. Hornsby, do you have anything else?

22 MS. HORNSBY: No, Your Honor. That's all. Thank
23 you.

24 THE COURT: All right. Well --

25 MR. LEE: Your Honor, if I may --

1 THE COURT: Yes.

2 MR. LEE: — just briefly, since the issue was raised
3 on the — on CoreCivic's production of ESI, just to clarify the
4 record.

5 Any suggestion or implication that CoreCivic is — is
6 stonewalling or otherwise refusing to produce ESI is simply
7 incorrect.

8 THE COURT: All right. I'm not going to — I'm not
9 going to give that any credit. Ms. Stewart makes that
10 representation, but I don't need to even be bothered with it
11 because there's no motion to compel for me to consider. So —
12 but you've corrected the record from your perspective.

13 MR. LEE: Thank you, Your Honor.

14 THE COURT: All right. Ms. Hornsby, you and — is it
15 Mr. Edwards? — you are excused.

16 MS. HORNSBY: Thank you, Your Honor.

17 THE COURT: Thank you.

18 MR. EDWARDS: Thank you, Your Honor.

19 (Ms. Hornsby and Mr. Edwards disconnected from
20 videoconference)

21 THE COURT: Okay. The next motion is the motion
22 regarding the site inspection at Stewart. And Ms. — trying to
23 find y'all on the screen.

24 Mr. Sandley, you're going to handle that — or
25 Ms. Sandley.

1 MS. SANDLEY: Yes, Your Honor, Ms. Sandley.

2 THE COURT: Ms. Sandley, you're going to handle that
3 for the plaintiff.

4 And, Mr. Lee, you're going to handle that for the
5 defendant; correct?

6 MR. LEE: Correct, Your Honor.

7 THE COURT. Okay. Ms. Sandley, other than being able
8 to evaluate the smell at the facility and other than doing
9 informal interviews of detainees during a site inspection,
10 other than those two things, why would a virtual tour of the
11 facility not be adequate for you and your experts to obtain the
12 discoverable information you need from a site inspection?

13 MS. SANDLEY: Yes, Your Honor. I want to start with
14 Rule 34, which it's clear that the default is an in-person
15 inspection. It uses the language "entry into land and
16 property"; right? So that -- an in-person --

17 THE COURT: That's -- Ms. Sandley, with all due
18 respect, that was not my question.

19 MS. SANDLEY: I understand, Your Honor. To respond
20 directly to your question, a Zoom tour is inadequate. A
21 CoreCivic employee controls the screen. Our experts have no
22 ability to turn their heads and observe what is around them
23 to -- to see if they are missing something that is not directly
24 in front of them that the CoreCivic employee is -- has complete
25 control over.

1 Your Honor —

2 THE COURT: Well, let me — let me ask you this. And
3 I previously in another case, which I'm not sure if you were
4 involved in or not — I just don't remember all the lawyers in
5 these cases -- involving a conditions-of-confinement claim in
6 effect at Stewart, after hearing all the arguments in that
7 case, determined that a virtual tour was appropriate and
8 consistent with the Federal Rules, and understanding that your
9 belief is that I was wrong in making that decision.

10 But assuming that I don't change my mind and conclude
11 that, in concluding then that a virtual tour was adequate in
12 that conditions-of-confinement case, then if I were to be
13 consistent with that decision, what is it that is different in
14 this case that was not present there or was present there that
15 would justify the distinction of me saying virtual tour here is
16 not appropriate and it was in that case, other than this issue
17 that you raise of your expert wants to smell the facility?

18 MS. SANDLEY: Your Honor, I think the primary
19 difference is that was a year ago at the beginning of the
20 pandemic. We were — all of us was doing the best we could to
21 protect ourselves, our families, our clients, and digest sort
22 of the constant stream of information about a pandemic we
23 didn't know anything about.

24 It's been a year. We know now much more about how
25 COVID is transmitted. All of the people plaintiffs are asking

1 to have enter the facility will be vaccinated. Half of the
2 people at Stewart have been vaccinated. We're asking to use
3 the screening protocol and PPE protocol that Stewart has had in
4 place since that case Your Honor is referencing and remains in
5 place today. To me, the primary difference is what we know now
6 about COVID and the presence of vaccines and that we've seen
7 these inspections happen in at least 12 other cases that
8 plaintiffs cited in their brief --

9 THE COURT: So is it -- is it your position,
10 Ms. Sandley, that the risk of transmission of COVID at Stewart
11 today is substantially less than it was a year ago?

12 MS. SANDLEY: Your Honor, our position is that we --

13 THE COURT: Have they -- have they -- have they
14 improved things that much?

15 MS. SANDLEY: I can't speak to that, Your Honor.
16 What I can speak to is that we know that seven people who were
17 vaccinated, entering the facility with PPE, social distancing,
18 and the screening that Stewart's using for its own employees
19 does not impose -- it imposes minimal, if any, risk of
20 spreading COVID within the facilities. 333 people who are
21 staff at Stewart come and go every day. Only half of those
22 people are vaccinated. We're asking for seven people who are
23 vaccinated and will comply with all of the protocols to do an
24 in-person inspection just like they would be able to do before
25 the pandemic.

1 THE COURT: And how many of that seven includes
2 experts?

3 MS. SANDLEY: Three.

4 THE COURT: And who are those experts?

5 MS. SANDLEY: Your Honor, we haven't made expert
6 disclosures yet. But we have a mental health expert, a
7 security and operations expert, and a nutrition expert.

8 THE COURT: And what is it that they need to see
9 there in person that they couldn't see from a virtual tour?

10 MS. SANDLEY: Your Honor, it's — again — and I
11 don't want to quote from Dr. Venters' report in the Sanchez
12 Martinez case, which was before Your Honor, because it's under
13 seal. But we refer the Court to that — that report in our
14 brief. There's some very critical lines there about the limit
15 and the scope, Your Honor. It's akin to looking at a football
16 field through a hole in a shoebox. You just can't — you can't
17 see the full scope of —

18 THE COURT: No, but I — I understand that. But what
19 I'm trying to understand is whether your experts and you want
20 to in this inspection get a picture of the layout of the
21 facility so that when you're questioning other witnesses about
22 what happened, where, and that type thing, it'll be understood
23 in the context of the layout of the facility, or whether you're
24 trying to get a picture of what it is like on a daily basis at
25 Stewart as far as what these detainees are being subjected to.

1 And if that's the case, then you've got to establish, it seems
2 to me, that the conditions today are the same as they were when
3 these named plaintiffs and putative class members were being —
4 were participating in this work program. And it's my
5 understanding that the capacity, the number of people at
6 Stewart today, is substantially less than the number of
7 detainees at Stewart back when these plaintiffs were
8 participating in the work program.

9 So is that your understanding, Ms. Sandley, or not?

10 MS. SANDLEY: Your Honor, that information was
11 provided to us for the first time in CoreCivic's brief
12 yesterday evening, but —

13 THE COURT: Okay. That's the first time you saw it
14 was in the footnote in the brief.

15 MS. SANDLEY: Yes, Your Honor. But I'll take their
16 word for it.

17 Your Honor, the layout, yes, is important. But this
18 claim involves an injunctive claim — or this case involves an
19 injunctive claim. And also there are putative class members at
20 Stewart today in the work program. CoreCivic's representatives
21 are fewer than there have been at other times, but they are
22 still putative class members. Current conditions are relevant.
23 Observing the state of the cells in segregation, for example,
24 so that our expert can take that into account in forming an
25 opinion about whether segregation or the threat of it is

1 coercive is relevant, whether or not those cells are occupied
2 right now. Those are the kinds of things our experts should be
3 able to observe.

4 THE COURT: And that's what I'm --

5 MS. SANDLEY: And I might point out --

6 THE COURT: And that's -- that's what I'm not
7 understanding completely, Ms. Sandley. If the cells are not
8 occupied, how does your expert looking at them there in
9 person -- how is that materially different than a camera
10 showing the room and the cells unoccupied, as far as the claims
11 that you're making in this case, which is that they were
12 deprived of food and basic necessities and that the conditions
13 were so deplorable at the time that the only way to escape from
14 it was to work in the program and thus they were coerced? How
15 does -- how does -- is it significantly better for them to just
16 look in there at an empty cell than it is with a camera there?

17 I understand if the -- if the objective is to get a
18 day in the life at Stewart -- well, the best way to do that
19 would be to -- and I'm not suggesting this should be done -- is
20 to have somebody in there that's taking pictures when they
21 don't know they're taking pictures, rather than having the
22 troops come in announced in advance that they're going to be
23 looking around.

24 But, in any event, if the purpose is to get this day
25 in the life at Stewart and the day in the life today is

1 substantially different than it was in the past, I'm just not
2 understanding the probative value of that related to the risk,
3 which you explained is essentially nonexistent. But to me
4 there is some risk.

5 You -- you understand my concern?

6 MS. SANDLEY: Your Honor, I just want to come back to
7 how routine in-person site inspections are in -- in cases about
8 secure facilities because of this, because of the things that
9 you cannot observe through Zoom, things like -- again, our
10 experts would be looking through a screen controlled by a
11 CoreCivic employee. Let's say they're looking at a segregation
12 cell. Can they tell really how much light is coming into that
13 cell? Can they -- they can't smell it. They can't tell if it
14 smells like feces or urine or fire. All of -- all of those are
15 common smells in segregation units and indicate various things
16 about what that unit is like. They can't hear whether there
17 are people screaming in the unit. They can't hear -- they
18 can't tell if the lights are exceptionally bright or not, which
19 is sometimes the case in seg units, or if there's no light at
20 all. They can't tell if the toilets work or not. They can't
21 see if there are places obviously present for people to commit
22 suicide from. All of those are things that our -- for example,
23 our mental health expert, our security --

24 THE COURT: Why can't they tell -- why can't they
25 tell that -- why can't they tell that with a virtual tour?

1 MS. SANDLEY: Because, Your Honor, it's a CoreCivic
2 employee controlling the view. And it's not — they can't know
3 to ask for what they can't see, Your Honor. They can't say,
4 "Oh, can you point the camera at that right — that top right
5 corner because there's something I want to see," because they
6 can't see it.

7 THE COURT: Well, one example you gave is they
8 can't — they can't see where someone could commit suicide by
9 hanging themselves. I don't understand why they can't see that
10 and say, "Point the camera up there."

11 MS. SANDLEY: Well, for example, what if the
12 CoreCivic employee is standing in the middle of the cell — and
13 I don't want to dwell on — on this point because it's a
14 extreme one, but just to illustrate it. The CoreCivic employee
15 is — is standing in the middle of the cell, and the sprinkler
16 that could be used to hang someone's self is behind them. Our
17 expert can't see it. And then, you know, unless — unless —

18 THE COURT: Okay. Okay.

19 MS. SANDLEY: — unless you're panning the ceiling
20 and every single wall, you're going to miss things. And those
21 are all relevant to this case. And CoreCivic hasn't shown an
22 undue burden. They just haven't.

23 THE COURT: So in addition to the three — what does
24 the nutrition expert need to be in there for?

25 MS. SANDLEY: Your Honor, the parties have agreed

1 that inspecting the kitchen in some form or fashion is relevant
2 to the case -- we've agreed on that -- including the chow hall
3 where people eat, the food storage areas. And CoreCivic has
4 also agreed -- they mentioned this in their brief -- that our
5 nutrition expert can observe food service.

6 THE COURT: Well, that's what I'm -- I'm a -- I'm a
7 little surprised that, given their agreement on these things,
8 y'all weren't able to reach some final agreement. Because
9 CoreCivic's not even arguing for the virtual tour that I've
10 suggested. They just want to cut the -- the length of it and
11 the, I think, amount of participants was my understanding of
12 their primary concern.

13 So the nutrition expert needs to see the kitchen to
14 determine whether or not they were actually feeding certain
15 detainees in the work program better than the ones who weren't
16 in the work program?

17 MS. SANDLEY: No, Your Honor -- well, that is a part
18 of it. But, additionally, plaintiffs have alleged that the
19 food at Stewart is inadequate such that people are compelled to
20 work to supplement their diets, either through the commissary
21 or through double portions because they're working in the
22 kitchen. So the nutrition expert would also be observing food
23 service and the food storage, food preparation, as a part of
24 forming her opinion about the adequacy of food at Stewart. So,
25 for example, during a meal service she'd be able to see are

1 they using the right — the right size serving spoon.

2 THE COURT: So you're treating this like a
3 conditions-of-confinement case that — your — your argument is
4 that the conditions of confinement at Stewart for everyone are
5 so deplorable that the only way to escape those deplorable
6 conditions is to work in the work program so that you can be
7 treated a little better and get better food, and that's
8 coercive.

9 MS. SANDLEY: That's right, Your Honor. We've —

10 THE COURT: And —

11 MS. SANDLEY: — been a little bit more narrow in
12 which conditions we're alleging coerced people to work.

13 THE COURT: And — and do you believe that the —
14 that even if the evidence did not rise to the level of being a
15 constitutional violation with regard to conditions of
16 confinement, that you nevertheless could prove a TVPA claim
17 based on conditions of confinement that are constitutional?

18 MS. SANDLEY: Yes, Your Honor. This is not a
19 constitutional claim, and —

20 THE COURT: Well, you have to prove — you have to
21 prove for this claim — setting aside denying someone food,
22 setting that aside, I thought your theory was that the
23 conditions were so deplorable that — that they were coercive
24 in that it was the deplorable conditions that were forcing
25 these people against their will to work. I thought —

1 MS. SANDLEY: Yes, Your Honor.

2 THE COURT: Isn't that part of your TVPA claim?

3 MS. SANDLEY: Yes, Your Honor.

4 THE COURT: So — and I'm not saying that this is
5 going to be the case. But if those deplorable conditions you
6 consider — you contend are so deplorable that they are
7 coercive in that they are — constitute imposing physical harm
8 or the threat of serious harm, if the facts with regard to that
9 show that they are nevertheless constitutional — in other
10 words, the conditions of confinement are not
11 unconstitutional — then I guess your contention is yet they
12 can still be sufficiently deplorable but constitutional to be
13 coercive under the TVPA.

14 MS. SANDLEY: Yes, Your Honor. And that'll be for
15 the jury to — to decide —

16 THE COURT: Or the — that'll be for the — that'll
17 be for the jury to decide or the Eleventh Circuit to decide.

18 MS. SANDLEY: Your Honor, as an example, you know,
19 is — are the conditions in segregation so horrible that they
20 amount to — or the threat of it even amounts to serious harm
21 and coercive — coupled with coercive actions of threatening
22 and disciplining people, the jury will decide does — does that
23 compel people to work at Stewart.

24 THE COURT: No, that — you're — I think you're
25 misunderstanding my argument, which is really just theoretical

1 at the moment, and we can move on. But it presents a
2 interesting issue as to whether for purposes of the TVPA you
3 can nevertheless have liability for a coercive work requirement
4 related to conditions of confinement when those conditions of
5 confinement don't rise to the level of a constitutional
6 violation. And I'm not deciding that today. I'm simply -- I
7 was just raising the issue.

8 But, Mr. Lee, what exactly have you agreed to with
9 regard to the in-person inspection?

10 MR. LEE: Well, so, Your Honor, I -- I did want to --
11 to clarify something on that. You had mentioned that it didn't
12 appear that we are arguing for the virtual inspection. I would
13 refer you to Section 2 of our brief that we filed last night or
14 yesterday afternoon. We do actually think that a virtual tour
15 is the more appropriate one here.

16 THE COURT: Well, I want to know what it is that you
17 and Ms. Sandley agreed to before you got to me.

18 MR. LEE: So we -- we agreed to the areas of the
19 facility that would be visited. We agreed how to handle
20 requests for photographs.

21 THE COURT: What did you disagree about, I guess,
22 would be better.

23 MR. LEE: Well, we disagreed about whether it should
24 be in person or virtual.

25 THE COURT: Okay. So you never did agree on -- I

1 thought — Ms. Sandley, I thought y'all had agreed on something
2 with — I thought they had agreed to an in-person but they
3 wanted to limit it to two hours and to a limited number of
4 people.

5 MS. SANDLEY: CoreCivic offered an in-person with
6 only our attorneys and not our experts that would last for two
7 hours and occur —

8 THE COURT: Okay.

9 MS. SANDLEY: — at some point after everyone has had
10 the opportunity to be vaccinated.

11 THE COURT: Okay. So CoreCivic's offer was only
12 attorneys for two hours after everybody in the facility had an
13 opportunity to be vaccinated, Mr. Lee?

14 MR. LEE: Yeah. Well, after — after everybody at
15 the facility had — had been vaccinated such that there wasn't
16 going to be a risk from introducing additional people into the
17 facility from COVID-19.

18 THE COURT: All right. What is the risk — and I
19 know you're not a medical doctor, but perhaps you've spoken to
20 medical people with CoreCivic. If all of the persons who are
21 on the inspection have been vaccinated, then what is the risk,
22 as you understand it, of them transmitting COVID to someone in
23 the facility?

24 MR. LEE: So my understanding, Your Honor, is that
25 because the — the vaccine is so new and it's only been

1 available to the public for a few months there's still a lot
2 that's unknown about it. I would point you to Footnote 4 in
3 the response that we filed --

4 THE COURT: Well, let me -- let me ask you this.
5 What is the current CDC position? Do they have one yet on the
6 risk of a vaccinated person transmitting COVID?

7 MR. LEE: Yes, Your Honor. And that was -- that was
8 what I was getting at with reference to Footnote 4. We -- we
9 provide the link there to the -- to the CDC statement that "The
10 risks of COVID-19 infection in fully vaccinated people cannot
11 be completely eliminated as long as there is continued
12 community transmission of the virus. Vaccinated people could
13 potentially still get COVID-19 and spread it to others."

14 THE COURT: Yeah. Well, that's not really what I'm
15 -- there's always a risk. I mean, you know, with your people
16 going into the facility, they could have some other type of
17 illness that they could pass on to -- to folks.

18 I guess my question is, that phrase or couple of
19 sentences that you just quoted, is it in a larger context where
20 it says that the current evidence is, or that the CDC currently
21 believes, that vaccinated people -- there's a substantial --
22 it's substantially unlikely that they're going to pass it on?
23 I understand they can't guarantee it. But surely they're not
24 recommending all these people get vaccinated if they don't
25 think that it's -- it's going to substantially reduce the

1 transmission of the virus.

2 MR. LEE: Well, I — I can't speak to the extent of
3 it, Your Honor. Like you mentioned —

4 THE COURT: Okay. You don't — you don't know.

5 Ms. Sandley, do you have any scientific medical
6 evidence as to what the current scientific view is as to the
7 transmission of COVID by persons who have been vaccinated?

8 MS. SANDLEY: Yes, Your Honor. The — Footnote 4 in
9 our brief, which is Document 132-1, cites a recent CDC article
10 called, "When You've Been Fully Vaccinated," which says that
11 people who are fully vaccinated can safely interact with
12 unvaccinated people from different households so long as
13 they're wearing masks and maintaining social distancing.

14 THE COURT: That's the CDC recommendation.

15 MS. SANDLEY: Yes, Your Honor.

16 MR. LEE: If I may, Your Honor —

17 THE COURT: Yes, sir.

18 MR. LEE: — the difference between the — the
19 facility staff who come in and out of the facility every day
20 and the people who would be involved in this tour is that
21 facility staff are essential to the operation of the facility.
22 If those people don't come and go, the facility can't operate.
23 And so CoreCivic would be unable to work to —

24 THE COURT: Ms. Sandley — Ms. Sandley would say that
25 Rule 26 and Rule 34 make it clear that site inspections are

1 essential to persons who claim that their legal rights have
2 been denied in their ability to pursue those claims. Now,
3 maybe they're not essential to the operation of the facility,
4 but they're essential -- she's made the argument they're
5 essential to their being able to vindicate what they believe
6 are violations of their legal rights. Okay.

7 MR. LEE: And so if -- if I may --

8 THE COURT: Why do you need more than two hours,
9 Ms. Sandley?

10 MS. SANDLEY: Your Honor, I want to be clear. We've
11 asked for a full day in part because we're asking for those
12 confidential interviews, which obviously take some amount of
13 time.

14 THE COURT: If you took those out, how much do you
15 need?

16 MS. SANDLEY: Four hours.

17 THE COURT: And you think all three of your experts
18 need to be on the tour.

19 MS. SANDLEY: Yes, Your Honor. And we actually
20 limited. We have four experts, and we -- we've limited it to
21 three.

22 And, Your Honor --

23 THE COURT: And all of them will have been
24 vaccinated.

25 MS. SANDLEY: Yes, Your Honor.

1 THE COURT: And they'll be wearing masks.

2 MS. SANDLEY: Yes.

3 THE COURT: And they'll subject themselves to the
4 temperature requirements, whatever the facility currently has
5 as their protocols.

6 MS. SANDLEY: Yes.

7 THE COURT: All right. I do think the situation is
8 substantially different today than it was a year ago or
9 whenever it was that I issued that previous order providing for
10 a virtual tour. And I do think under the rules that in a case
11 such as this one, where the plaintiffs are making allegations
12 about the conditions of the — of confinement, that it is
13 important for them to be able to see the actual place of
14 confinement. And if they are all vaccinated and wear masks and
15 otherwise comply with the protocols for reducing COVID
16 transmission, it seems to me that their risk of passing along
17 the virus to the detainees or the prison staff is minimal based
18 on current medical evidence that exists on the subject.

19 So I am going to permit a in-person inspection. I'm
20 not going to permit the informal interviews. If the plaintiff
21 wants to depose certain persons from the facility at another
22 time, then they can do so and hopefully work that out by
23 agreement with CoreCivic's counsel, but I'm not going to --
24 (Zoom audio glitch) — informal interviews. I previously
25 explained the rationale in the previous order for that, and I

1 think that rationale does apply here. Of course, that was in a
2 different case. I recognize that. But I think the
3 circumstances supporting that rationale exist here.

4 I am a little concerned about the size of your
5 entourage, Ms. Sandley. I don't know why you can't have just
6 one lawyer, y'all pick one lawyer to attend. So I'm going to
7 restrict it to your three — your three experts and one lawyer
8 for the plaintiffs. And I'm going to restrict it to four
9 hours.

10 So I'm granting the motion for the inspection, to
11 include up to three experts, with one lawyer from the
12 plaintiff, not to exceed four hours and will not include
13 informal interviews with detainees or employees of the
14 defendant. So that motion is granted to that extent.

15 Anything else from you, Ms. Sandley?

16 MS. SANDLEY: Your Honor, just one clarification
17 understood on the interviews. We have also asked that during
18 the inspection our experts and counsel at least have the
19 ability to introduce themselves to our clients, the putative
20 class members, and ask if they would consent to a later
21 interview. That is really just an efficiency, ask that as
22 we're walking through the kitchen, see kitchen workers, we be
23 able to speak to our clients and — and ask if they would be
24 willing to participate in a confidential interview at a later
25 time.

1 THE COURT: If that's all that it's -- that they will
2 ask, then I don't see a problem with that. Do you consider
3 everybody that's there a putative class member?

4 MS. SANDLEY: No, Your Honor, only participants in
5 the work program currently who are people who are -- who were
6 participants at some point.

7 THE COURT: Okay. I don't see a problem with asking
8 them whether they'll talk to you later. Then you can work out
9 the logistics of how that's going to happen.

10 So you -- your contention is that anybody there that
11 is currently working in the work program is a putative class
12 member.

13 MS. SANDLEY: Yes, Your Honor.

14 THE COURT: And do you contend that even before class
15 certification they are clients of yours?

16 MS. SANDLEY: Yes, Your Honor, to the extent they're
17 -- yes, we do.

18 THE COURT: Okay. So is it your contention that you
19 would have the right to speak with them privately, if they
20 consent to it, at the appropriate time?

21 MS. SANDLEY: Yes, Your Honor. And CoreCivic has --
22 has offered that -- I believe they mentioned it in their brief
23 as well -- that they -- we would be able to use the legal
24 visitation process to speak with those people.

25 THE COURT: Okay. All right. Mr. Lee, is my oral

1 order clear, or do you need any further direction?

2 MR. LEE: No. I -- I understand the parameters. I
3 suppose my only clarifying question would be if CoreCivic
4 decided that it needed to have an expert there at the same time
5 looking at the same thing as plaintiffs' experts, you know,
6 just to -- to confirm that nothing --

7 THE COURT: Yes.

8 MR. LEE: -- in this order would prevent that.

9 THE COURT: Nothing in the order prevents that. But
10 to be fair, you can't have more than three.

11 MR. LEE: Understood. I -- I don't think that that
12 many would be necessary on either side, to be honest.

13 THE COURT: All right. Well, I'm sure, Ms. Sandley,
14 when they get right down to it, they won't have somebody visit
15 the facility unnecessarily if they determine one of their
16 experts doesn't have to be there. But the parameters are up to
17 three.

18 Okay. Well, I don't intend to reduce that to a
19 written order if it is -- if it's clear. You can go back to
20 the transcript. But if it's unclear, let me know now so I can
21 make sure it's clear.

22 Ms. Sandley?

23 MS. SANDLEY: Understood, Your Honor. Thank you.

24 THE COURT: Mr. Lee?

25 MR. LEE: I understood, Your Honor.

1 THE COURT: All right. I'm assuming that y'all will
2 be able to get together and figure out the time for doing this
3 and I don't need to be involved in that.

4 Okay. Are there any other matters that are presently
5 pending that need to be decided today from the plaintiffs'
6 perspective, Ms. Sandley or Ms. Stewart?

7 MS. SANDLEY: No, Your Honor.

8 MS. STEWART: No.

9 THE COURT: All right. Mr. Lee, for the defendant?

10 MR. LEE: Nothing, Your Honor.

11 THE COURT: Okay. Thank y'all, and we are adjourned.
12 Goodbye.

13 (Proceedings concluded at 11:23 a.m.)

14 CERTIFICATE OF REPORTER

15 I, Betsy J. Peterson, Official Court Reporter of
16 the United States District Court, in and for the Middle
17 District of the State of Georgia, Columbus Division, a
18 Registered Professional Reporter, do hereby CERTIFY that the
19 foregoing proceedings were reported by me in stenographic
20 shorthand and were thereafter transcribed under my direction
21 into typewriting; that the foregoing is a full, complete, and
22 true record of said proceedings.

23 This 29th day of April, 2021.

24 s/Betsy J. Peterson
25 Betsy J. Peterson, CRR, RPR, CCR
Federal Official Court Reporter